REMARKS

The amendment of claims 3 and 4 is for the purpose of improving the form of these claims. The amendment does not change the scope of the claims.

Reconsideration of this application, as amended, is respectfully requested.

The objection to claim 2 is overcome by the above amendment.

The Office Action on page 2 rejects claims 1-12 on the ground of non-statutory obviousness-type double patenting as being unpatentable over claims 1-9 of the commonly assigned Ishikawa patent in view of Nobutor. This rejection is believed to be overcome by the enclosed terminal disclaimer whcich provides for the expiration of any patent issuing from this application on the same date as the expiration of the Ishikawa patent.

On page 3 of the Office Action, claims 1-12 are rejected under 35 U.S.C. 102(e) as being anticipated by Ishikawa. The rejection relies on the position that Ishikawa, among other teachings, discloses that a metallic luster layer, illustrated as numeral 3 in Figs. 3 and 4, and presumed to correspond to the thermosoftening decorative print layer of the present rejected claims, is printed by use of a crosslinking printing ink. It is submitted, however, that this position is not correct. Thus, there is nothing in the text of Ishikawa that can be interpreted as teaching that the metallic luster layer is formed with a crosslinking ink. Rather, the only parts of Figs. 3 and 4 with cross-linking are middle resin layers 6, 7 and

8. Therefore, there appears to be no support for a rejection under 35 U.S.C. 102(e) based on anticipation by Ishikawa, and the rejection should be withdrawn

The Office Action on page 4 rejects claims 1-12 under 35 U.S.C. 102(e) as anticipated by Marentic et al. which discloses decorative transfers and their application to a mold surface in the production of molded products. The decorative transfers may comprise a backing, one or more intermediate layers and a protective liner. The intermediate layers comprise tacky and/or tack-free resins and inks with the resins made up of crosslinkable polymers.

This rejection is respectfully traversed, since, despite the diverse disclosure of Marentic et al., there is no disclosure of a single embodiment which can be identified as including all the elements of the present claimed invention, as required for anticipation under 35 U.S.C. 102. This principle is supported, for example, in the MPEP, 8th Edition, Section 2131 which cites the holdings of several Federal Circuit court decisions including, in particular, Richardson v. Suzuki Motor Co., 9USPQ 2nd 1913, 1920, which states that "The identical invention must be shown in as complete detail as is contained in the ... claim." In view of the above, it is submitted that this rejection based on anticipation under 35 U.S.C. 102 is not well taken and should be withdrawn.

TERMINAL DISCLAIMER FEE

A terminal disclaimer in compliance with 37 CFR 1.321(c) is herein filed. The fee of $130.00 for the Terminal Disclaimer is provided for in the charge authorization presented in the PTO Form 2038, Credit Card Payment form, provided herewith.

If there is any discrepancy between the fee(s) due and the fee payment authorized in the Credit Card Payment Form PTO-2038 or the Form PTO-2038 is missing or fee payment via the Form PTO-2038 cannot be processed, the USPTO is hereby authorized to charge any fee(s) or fee(s) deficiency or credit any excess payment to Deposit Account No. 10-1250.

In light of the foregoing, the application is now believed to be in proper form for allowance of all claims and notice to that effect is earnestly solicited.

Respectfully submitted,

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